

December 1, 2006

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SANDRA H. MCKINLEY
STATE CONTRACT PROCUREMENT OFFICER
302-838-8067

SUBJECT: **AWARD NOTICE #1 – Effective May 8, 2007**
CONTRACT NO. 06-029-JS
PHOTOGRAPHIC FILM AND PROJECTION LAMPS

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by the Government of Support Services, Department of Administrative Services. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid for a one (1) year period from December 1, 2006 through November 30, 2007. Each contract may be renewed for two (2) one (1) year periods through negotiation between the contractor and the Government of Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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VENDOR A	VENDOR B
Taylor Supply Company 334 S Booth Drive New Castle, DE 19720 Contact: Larry Taylor Phone: (302) 325-9841 or (800) 466-9841 Fax: (302) 325-9843 Email: TaySupCo@aol.com E.I. Number: 51-0333220	Focus Camera, Inc. 905 McDonald Ave. Brooklyn, NY 11218 Contact: Mark Silber Phone: (877) 685-8799 Fax: (718) 437-8860 Email: marks@focuscamera.com E.I. Number: 11-2713285

4. SHIPPING TERMS:

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F.O.B. destination; freight pre-paid

5. DELIVERY AND PICKUP:

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VENDOR A	VENDOR B
Ship Stock: 1 day ARO Ship Non-Stock: 4 days ARO Method of Delivery: UPS or Company Vehicle	Ship Stock: 5 - 7 days ARO Ship Non-Stock: 7 - 14 days ARO Method of delivery: UPS

6. PRICING:

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Prices will remain firm for the term of the contract year.

PHOTOGRAPHIC FILM & PROJECTION LAMPS

NOTE: FILM MUST HAVE MINIMUM 12 MONTH EXPIRATION DATE ON DELIVERY.

			VENDOR A	VENDOR B
ITEM NO.	DESCRIPTION		UNIT PRICE	UNIT PRICE
	SPECIFICATION A – <i>35MM FILM</i>			
1.	Ektachrome Slide Elite EB 135-24	ISO 200	\$ 3.00	NO AWARD
2.	Kodacolor Gold Prints GA 135-24	ISO 100	\$ 2.00	NO AWARD
3.	Kodacolor Gold Prints GB 135-24	ISO 200	\$ 1.75	NO AWARD
4.	Kodacolor Gold Prints GC 135-12	ISO 400	\$ 3.00	NO AWARD
5.	Kodacolor Gold Prints GC 135-24	ISO 400	\$ 2.15	NO AWARD
6.	Kodacolor Gold Prints GC 135-36	ISO 400	\$ 4.50	NO AWARD
7.	Tri-X Black & White Prints TX 135-36	ISO 400	\$ 2.95	NO AWARD
8.	Fuji Print Film CA 135-24	ISO 200	\$ 2.00	NO AWARD
9.	Fuji Print Film CH 135-24	ISO 400	\$ 2.45	NO AWARD

PHOTOGRAPHIC FILM & PROJECTION LAMPS

			VENDOR A	VENDOR B
ITEM NO.	DESCRIPTION		UNIT PRICE	UNIT PRICE
	SPECIFICATION B – <i>EASTMAN KODAK PREPAID MAILERS</i>			
10.	Slide Mailer	PK24	\$ 6.00	NO AWARD

INSTANT PHOTOGRAPHIC FILM/CASE LOTS

FILM DATING - MINIMUM 5 MONTH EXPIRATION DATE ON DELIVERY.

DETAIL SPECIFICATION

			VENDOR A	VENDOR B
ITEM NO.	DESCRIPTION		CASE PRICE	CASE PRICE
11.	#623960 Type 669, Two Pack, 75 Speed, For I.D. use, 25 Packs per case.		\$ 475.00	\$ 442.25

PHOTOGRAPHIC FILM & PROJECTION LAMPS

INSTANT PHOTOGRAPHIC FILM/CASE LOTS

FILM DATING - MINIMUM 5 MONTH EXPIRATION DATE ON DELIVERY.

DETAIL SPECIFICATION

			VENDOR A	VENDOR B
ITEM NO.	DESCRIPTION		CASE PRICE	CASE PRICE
12.	#636508 Type 667 - Land Film, Coaterless, Twin Pack 25 packs per case.		\$ 475.00	\$ 457.25
13.	#623965 – Type 600, 2 Pack, 30 packs per case.		\$ 555.00	\$ 485.70
14.	#624242 – Spectra Film, Double_Packs, 30 packs per case.		\$ 555.00	\$ 572.70

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PHOTOGRAPHIC FILM & PROJECTION LAMPS

INSTANT PHOTOGRAPHIC FILM/LESS THAN CASE LOTS

			VENDOR A	VENDOR B
ITEM NO.	DESCRIPTION		UNIT PRICE	UNIT PRICE
15.	#623965 Type 600, 2 Pack		\$ 19.50	\$ 16.16
16.	#624242 Spectra Film, 2 Pack		\$ 19.50	\$ 19.09
17.	#110848 Color Film 779, 1 Pack		\$ 8.00	\$ 8.09

		VENDOR A
DESCRIPTION	MANUFACTURER	DISCOUNT OFF MFG. LIST PRICE
<i>PROJECTION LAMPS</i>		Price List Dated 04-03-06
Photographic Projection Lamps (To include, but not limited to audio-visual, graphic arts, enlargers, micrographics, photo flood, sound reproducers, color printers, fiber optical projection, etc.)	G. E.	82 % OFF

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by the Government of Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.

11. GRAY MARKET PRODUCTS:

"Gray" market products **ARE NOT ACCEPTABLE**. "Gray Market" Products are brand-name commercial products that are imported into the United States through channels other than the manufactures authorized United States distributors.

All items must be supplied by an authorized dealer or established manufacturer. Any dealer submitting a bid hereby guarantees that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with all quantities of items required by the dealer in fulfillment of its obligations under any resultant contract with the State.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.